

AMENDMENT NO. 1 TO
AMENDED AND RESTATED
ASSET PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 TO AMENDED AND RESTATED ASSET PURCHASE AGREEMENT (this "Amendment") is entered into as of this 10th day of January, 2011 by and among GTO, LLC, a Washington limited liability company ("Purchaser"), on the one hand, and Meridian Transportation Resources, LLC, a Washington limited liability company ("MTR"), Meridian Transportation Resources (California), LLC, a California limited liability company ("CA"), Meridian Transportation Resources (Canada), Ltd., a federal corporation extraprovincially registered in British Columbia ("LTD"), MTR Leasing, LLC, a Washington limited liability company ("Leasing"), and Geogenius, LLC, a Washington limited liability company ("Geogenius") (collectively the "Seller" or the "Company," individually the "Seller Entities"), on the other hand.

Purchaser and Seller are parties to an Asset Purchase Agreement dated as of December 2, 2010 ("Original Agreement") which was amended by Amendment No. 1 to Asset Purchase Agreement dated as of December 6, 2010 ("First Amendment"). Purchaser and Seller amended and restated the Original Agreement (as modified by the First Amendment) through an Amended and Restated Asset Purchase Agreement, dated as of December 15, 2010 (the "A&R Agreement"). Capitalized terms used in this Amendment that are not otherwise defined herein shall have the meanings ascribed to such terms in the A&R Agreement.

Purchaser and Seller desire to enter into this Amendment in order to amend certain provisions of the A&R Agreement.

The parties agree as follows:

1. Section 2.6(a)(i) of the Agreement is hereby modified to read in its entirety as follows:

(i) Subject to adjust as provided below, \$4,250,000 is payable in cash ("Purchase Price Component A") at Closing. All principal and interest due under the Senior Secured, Super Priority Debtor-in-Possession Credit and Security Agreement between Purchaser and Seller (the "DIP Credit Agreement") and the Deposit shall be credited against the Purchase Price Component A.

2. Section 3.4(d)(i) of the Agreement is hereby modified to read in its entirety as follows:

(d) **Prorations Generally.**

(i) Any and all other payments, receipts, rentals, costs, charges, fees or expenses connected with or used in the operation of the Acquired Assets,

including costs under the Assumed Executory Contracts (which includes a credit for all principal payments made) or revenues from the Acquired Assets, shall be prorated between Purchaser and Seller prior to the Closing Date and Seller shall bear its proportion thereof through the day prior to the Closing Date. For purposes of determining the costs under the Customer Contracts, only fuel and driver costs shall be included (no overhead or general and administrative costs shall be included).

3. Terms of the Agreement. Except as expressly amended hereby, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect and shall govern this Amendment, and the parties shall retain all of their rights arising under the Agreement.

4. Counterparts. This Amendment may be executed in one or more counterparts, each of which will be considered an original instrument and all of which together will be considered one and the same agreement, and will become effective when counterparts, that together contain the signatures of each party to this Amendment, will have been delivered to the parties. Delivery of executed signature pages by facsimile transmission and electronic mail will constitute effective and binding execution and delivery of this Amendment.

[SIGNATURES ON FOLLOWING PAGE]

[Signature Page to Amendment No. 1 to Amended and Restated Asset Purchase Agreement]

SELLER ENTITIES:

Meridian Transportation Resources, LLC, a Washington limited liability company, Meridian Transportation Resources (California), LLC, a California limited liability company, Meridian Transportation Resources (Canada), Ltd., a federal corporation extraprovincially registered in British Columbia, MTR Leasing, LLC, a Washington limited liability company, Geogenius, LLC, a Washington limited liability company

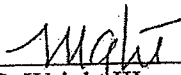
By: _____

Diana K. Carey, in her capacity as President,
Manager and/or Trustee of the Seller Entities

PURCHASER:

GTO, LLC, a Washington limited liability company

By: _____


H.S. Wright III

Its: Manager

[Signature Page to Amendment No. 1 to Amended and Restated Asset Purchase Agreement]

SELLER ENTITIES:

Meridian Transportation Resources, LLC, a Washington limited liability company, Meridian Transportation Resources (California), LLC, a California limited liability company, Meridian Transportation Resources (Canada), Ltd., a federal corporation extraprovincially registered in British Columbia, MTR Leasing, LLC, a Washington limited liability company, Geogenius, LLC, a Washington limited liability company

By: 

Diana K. Carey, in her capacity as President, Manager and/or Trustee of the Seller Entities

PURCHASER:

GTO, LLC, a Washington limited liability company

By: _____
H.S. Wright III

Its: Manager